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NOTE: CHANGES MADE BY THE COURT

6 Attorneys for Defendant
7 LEGALZOOM.COM, INC.

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 Healthcare Ally Management of
12 California, LLC,

13 Plaintiff,

14 v.

15 LegalZoom.com, Inc. and DOES 1-10,

16 Defendant.
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CASE NO.: 2:23-cv-04090 SVW
(JPRx)

JUDGE: Stephen V. Wilson

**STIPULATION FOR
PROTECTIVE ORDER**

ACTION FILED: October 28, 2022

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**TO THE HONORABLE JEAN P. ROSENBLUTH, UNITED STATES
MAGISTRATE JUDGE, AND ALL PARTIES REQUIRING NOTICE:**

The parties have agreed and stipulated to the protective order in order to facilitate discovery while safeguarding the protected health information of “Patient” identified in the First Amended Complaint. Because discovery will likely involve disclosure and exchange of details regarding medical treatment and health information related to the subject “Patient,” which is protected and confidential, a qualified protective order is necessary to ensure confidentiality and safeguard the privacy of subject “Patient.” If entered, the protective order will govern the handling of documents and any other information or material produced, given, or exchanged by the parties and any non-parties since the inception of this matter.

In this regard, pursuant to Federal Rules of Civil Procedure (“FRCP”), Rule 26(c), plaintiff Healthcare Ally Management of California, LLC (“Plaintiff”) and defendant LegalZoom.com, Inc. (“LegalZoom”) hereby stipulate, and request the Court to enter an order approving, the following stipulated protective order (“Stipulated Protective Order”).

STIPULATED PROTECTIVE ORDER

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Health Insurance Portability and Accountability Act of 1996, and for good cause, the Court issues this Protective Order. Unless modified pursuant to the terms contained in this Order, this Order shall remain in effect through the conclusion of this litigation. This order does not govern the use of Confidential Information at trial.

IT IS STIPULATED THAT:

1. Scope of Protection

This Protective Order shall govern any record of information produced in this action and designated pursuant to this Protective Order, including all designated

1 deposition testimony, all designated testimony taken at a hearing or other proceeding,
 2 all designated deposition exhibits, interrogatory answers, admissions, documents and
 3 other discovery materials, whether produced informally or in response to
 4 interrogatories, requests for admissions, requests for production of documents or other
 5 formal methods of discovery.

6 This Protective Order shall also govern any designated record of information
 7 produced in this action pursuant to required disclosures under any federal procedural
 8 rule or local rule of the Court and any supplementary disclosures thereto.

9 This Protective Order shall apply to the parties and to any nonparty from whom
 10 discovery may be sought who desires the protection of this Protective Order.

11 **2. Definitions**

12 The term Confidential Information shall mean confidential or proprietary
 13 technical, scientific, financial, business, health, or medical information designated as
 14 “CONFIDENTIAL” by the producing party.

15 The term Confidential Health Information shall constitute a subset of
 16 Confidential Information, and shall be designated as “CONFIDENTIAL” and subject
 17 to all other terms and conditions governing the treatment of Confidential Information.
 18 Confidential Health Information shall mean information supplied in any form, or any
 19 portion thereof, that identifies an individual or subscriber in any manner and relates to
 20 the past, present, or future care, services, or supplies relating to the physical or mental
 21 health or condition of such individual or subscriber, the provision of health care to
 22 such individual or subscriber, or the past, present, or future payment for the provision
 23 of health care to such individual or subscriber. Confidential Health Information may
 24 include, but is not limited to, claim data, claim forms, grievances, appeals, or other
 25 documents or records that contain any patient health information required to be kept
 26 confidential under any state or federal law, including 45 C.F.R. Parts 160 and 164
 27 promulgated pursuant to the Health Insurance Portability and Accountability Act of
 28 1996 (see 45 C.F.R. §§ 164.501 & 160.103), and the following subscriber, patient, or

- 1 member identifiers:
- 2 a. names;
 - 3 b. all geographic subdivisions smaller than a State, including street
 - 4 address, city, county, precinct, and zip code;
 - 5 c. all elements of dates (except year) for dates directly related to an
 - 6 individual, including birth date, admission date, discharge date, age, and date of death;
 - 7 d. telephone numbers;
 - 8 e. fax numbers;
 - 9 f. electronic mail addresses;
 - 10 g. social security numbers;
 - 11 h. medical record numbers;
 - 12 i. health plan beneficiary numbers;
 - 13 j. account numbers;
 - 14 k. certificate/license numbers;
 - 15 l. vehicle identifiers and serial numbers, including license plate
 - 16 numbers;
 - 17 m. device identifiers and serial numbers;
 - 18 n. web universal resource locators (“URLs”);
 - 19 o. internet protocol (“IP”) address numbers;
 - 20 p. biometric identifiers, including finger and voice prints;
 - 21 q. full face photographic images and any comparable images; and/or
 - 22 r. any other unique identifying number, characteristic, or code.

23 The term Technical Advisor shall refer to any person who is not a party to this
 24 action or not presently employed by the receiving party or a company affiliated
 25 through common ownership, who has been designated by the receiving party to
 26 receive another party’s Confidential Information, including Confidential Health
 27 Information. Each party’s Technical Advisors shall be limited to such persons as, in
 28 the judgment of that party’s counsel, are reasonably necessary for development and

1 presentation of that party's case. These persons include outside experts or consultants
2 retained to provide technical or other expert services such as expert testimony or
3 otherwise assist in trial preparation.

4 **3. Designation of Information**

5 Documents and things produced or furnished during the course of this action
6 shall be designated as containing Confidential Information, including Confidential
7 Health Information, by placing on each page, each document (whether in paper or
8 electronic form), or each thing a legend substantially as follows:

9 "CONFIDENTIAL"

10 A party may designate information disclosed at a deposition as Confidential
11 Information by requesting the reporter to so designate the transcript at the time of the
12 deposition.

13 A producing party shall designate its confidential portions of discovery
14 responses, responses to requests for admission, briefs, memoranda and all other papers
15 sent to the court or to opposing counsel as containing Confidential Information when
16 such papers are served or sent.

17 A party may designate information disclosed at a hearing as Confidential
18 Information by requesting the court, at the time the information is proffered or
19 adduced, to receive the information only in the presence of those persons designated
20 to receive such information and court personnel, and to designate the transcript
21 appropriately.

22 The parties will use reasonable care to avoid designating any documents or
23 information as Confidential Information that is not entitled to such designation or
24 which is generally available to the public. The parties shall designate only that part of
25 a document or deposition that is Confidential Information, rather than the entire
26 document or deposition.

27 **4. Disclosure and Use of Confidential Information**

28 Information that has been designated Confidential shall be disclosed by the

1 receiving party only to Qualified Recipients. All Qualified Recipients shall hold such
 2 information received from the disclosing party in confidence, shall use the information
 3 only for purposes of this action and for no other action, and shall not use it for any
 4 business or other commercial purpose, and shall not use it for filing or prosecuting any
 5 patent application (of any type) or patent reissue or reexamination request, and shall
 6 not disclose it to any person, except as hereinafter provided. All information that has
 7 been designated Confidential shall be carefully maintained so as to preclude access by
 8 persons who are not qualified to receive such information under the terms of this
 9 Order.

10 In the event that any receiving party's briefs, memoranda, discovery requests,
 11 requests for admission or other papers of any kind which are served or filed shall
 12 include another party's Confidential Information, the papers shall be appropriately
 13 designated and shall be treated accordingly. Any request to file a document under seal
 14 because it includes Confidential Information must be made pursuant to Local Rule 79-
 15 5.

16 All documents, including attorney notes and abstracts, which contain another
 17 party's Confidential Information, shall be handled as if they were designated pursuant
 18 to paragraph 3. Documents, papers and transcripts filed with the court that contain any
 19 other party's Confidential Information shall be filed under seal.

20 **5. Qualified Recipients**

21 For purposes of this Order, the term Qualified Recipient means:

- 22 a. Outside counsel of record for any party in this action, as well as
 23 employees of such counsel (excluding experts and investigators) assigned to and
 24 necessary to assist such counsel in the preparation and trial of this action;
- 25 b. Representatives, officers, or employees of a party as necessary to
 26 assist outside counsel in the preparation and trial of this action;
- 27 c. Witnesses who testify by deposition who, if not a representative,
 28 officer, or employee of a party, shall be advised about the terms of this Order and that

1 such Order is applicable to them in connection with their testimony, if they so agree
 2 shall be asked to sign Appendix A hereto, and may not retain copies of Confidential
 3 Information;

4 d. Persons who were authors or recipients of the Confidential
 5 Information or previously had legal access to Confidential Information;

6 e. Technical Advisors, expert witnesses, or consultants engaged by a
 7 party to assist with the preparation and trial of this action provided such expert or
 8 consultant agrees in writing, in the form attached at Appendix A, to be bound by the
 9 terms of this Order;

10 f. Any designated arbitrator or mediator who is assigned to hear this
 11 matter, or who has been selected by the parties, and his or her staff, provided that such
 12 individuals - - except for sitting judicial officers- agree in writing, in the form attached
 13 at Appendix A, to be bound by the terms of this Order;

14 g. Stenographers and videographers engaged to transcribe or record
 15 depositions conducted in this action provided that such individuals agree in writing, in
 16 the form attached at Appendix A, to be bound by the terms of this Order; and

17 h. The Court and its support personnel.

18 **6. Nonparties**

19 Any nonparty who produces documents or other information in response to
 20 discovery requests or subpoenas in this litigation shall be entitled to the benefits and
 21 protections of this Protective Order and shall be entitled to seek additional protections.

22 The parties agree that they will treat Confidential Information produced by
 23 nonparties according to the terms of this Order.

24 Nonparties may challenge the confidentiality of Confidential Information by
 25 filing a motion to intervene and a motion to de-designate.

26
 27 **7. Inadvertent Failure to Designate**

28 In the event that a producing party inadvertently fails to designate any of its

1 information pursuant to paragraph 3, it may later designate by notifying the receiving
2 parties in writing. The receiving parties shall take reasonable steps to see that the
3 information is thereafter treated in accordance with the designation.

4 It shall be understood however, that no person or party shall incur any liability
5 hereunder with respect to disclosure that occurred prior to receipt of written notice of
6 a belated designation.

7 **8. Inadvertent Disclosure**

8 In the event of an inadvertent disclosure of another party's Confidential
9 Information to a non-Qualified Recipient, the party making the inadvertent disclosure
10 shall promptly upon learning of the disclosure: (i) notify the person to whom the
11 disclosure was made that it contains Confidential Information subject to this Order;
12 (ii) make all reasonable efforts to preclude dissemination or use of the Confidential
13 Information by the person to whom disclosure was inadvertently made including, but
14 not limited to, obtaining all copies of such materials from the non-Qualified Recipient;
15 and (iii) notify the producing party of the identity of the person to whom the
16 disclosure was made, the circumstances surrounding the disclosure, and the steps
17 taken to ensure against the dissemination or use of the information.

18 **9. Challenge to Designation**

19 At any time after the delivery of Confidential Information that is consistent with
20 the Court's scheduling order, counsel for the party receiving the Confidential
21 Information may challenge the designation of all or any portion thereof by providing
22 written notice thereof to counsel for the party disclosing or producing the Confidential
23 Information. If the parties are unable to agree as to whether the confidential
24 designation of discovery material is appropriate, either party may file a motion in full
25 compliance with Local Rule 37. The party producing the Confidential Information
26 shall have the burden of establishing that the disputed Confidential Information is
27 entitled to confidential treatment. All Confidential Information is entitled to
28 confidential treatment pursuant to the terms of this Order until and unless the parties

1 formally agree in writing to the contrary, a party fails to timely move for a protective
2 order, or a contrary determination is made by the Court as to whether all or a portion
3 of designated Confidential Information is entitled to confidential treatment.

4 **10. Conclusion of Action**

5 At the conclusion of this action, including through all appeals, each party or
6 other person subject to the terms hereof shall be under an obligation to destroy or
7 return to the producing party all materials and documents containing Confidential
8 Information and to certify to the producing party such destruction or return. Such
9 return or destruction shall not relieve said parties or persons from any of the
10 continuing obligations imposed upon them by this Order.

11 The provisions of this paragraph shall not be binding on the United States, any
12 insurance company, or any other party to the extent that such provisions conflict with
13 applicable Federal or State law. The Department of Justice, any insurance company,
14 or any other party shall notify the producing party in writing of any such conflict it
15 identifies in connection with a particular matter so that such matter can be resolved
16 either by the parties or by the Court.

17 **11. Jurisdiction to Enforce Protective Order**

18 After the termination of this action, the Court will continue to have jurisdiction
19 to enforce this Order.

20 **12. Modification of Protective Order**

21 This Order is without prejudice to the right of any person or entity to seek a
22 modification of this Order at any time either through stipulation, which must be
23 approved by the Court to have the force and effect of a court order, or Order of the
24 Court.

25 **13. Confidentiality of Party's Own Documents**

26 Nothing herein shall affect the right of the designating party to disclose to its
27 officers, directors, employees, attorneys, consultants or experts, or to any other
28 person, its own information. Such disclosure shall not waive the protections of this

1 Protective Order and shall not entitle other parties or their attorneys to disclose such
 2 information in violation of it, unless by such disclosure of the designating party the
 3 information becomes public knowledge. Similarly, the Protective Order shall not
 4 preclude a party from showing its own information, including its own information that
 5 is filed under seal by a party, to its officers, directors, employees, attorneys,
 6 consultants or experts, or to any other person.

7 **14. Compulsory Disclosure to Third Parties**

8 If any receiving party is subpoenaed in another action or proceeding or served
 9 with a document or testimony demand or a court order, and such subpoena or demand
 10 or court order seeks Confidential Information, including Confidential Health
 11 Information of a producing party, the receiving party shall give prompt written notice
 12 to counsel for the producing party and allow the producing party an opportunity to
 13 oppose such subpoena or demand or court order prior to the deadline for complying
 14 with the subpoena or demand or court order. No compulsory disclosure to third parties
 15 of information or material exchanged under this Order shall be deemed a waiver of
 16 any claim of confidentiality, except as expressly found by a court or judicial authority
 17 of competent jurisdiction.

18 **15. Binding Effect**

19 This Order shall be binding upon the parties and their attorneys, successors,
 20 executors, personal representatives, administrators, heirs, legal representatives,
 21 assigns, subsidiaries, divisions, employees, agents, independent contractors, or other
 22 persons or organizations over which they have control to the extent allowed by law.

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IT IS SO STIPULATED.

DATED: July 24, 2023

LAW OFFICE OF JONATHAN A.
STIEGLITZ

By: /s/ Jonathan A. Stieglitz
JONATHAN A. STIEGLITZ
Attorneys for Plaintiff
HEALTHCARE ALLY MANAGEMENT
OF CALIFORNIA. LLC

DATED: July 26, 2023


FROST BROWN TODD LLP

By: /s/ S. Christopher Yoo
S. CHRISTOPHER YOO
JACOB M. CLARK
Attorneys for Defendant
LEGALZOOM.COM. INC.

IT IS HEREBY ORDERED THAT:

1. The Stipulation is approved in its entirety and enters the protective order
per the Stipulation.

Dated: 7/26/2023



Honorable Jean P. Rosenbluth
United States Magistrate Judge

Appendix A

PROTECTIVE ORDER UNDERTAKING

I, _____, declare that:

1. My address is _____.

My current employer is _____.

My current occupation is _____.

2. I have received a copy of the Protective Order in this action. I have carefully read and understand the provisions of the Protective Order.

3. I will comply with all of the provisions of the Protective Order and agree to be bound by the Protective Order. I will hold in confidence, will not disclose to anyone not qualified under the Protective Order, and will use only for purposes of this action any Confidential Information or information designated as “Confidential” that is disclosed to me.

4. Promptly upon termination of the relevant action, I will either return in full to the outside counsel for the party by whom I am employed or completely destroy all documents and things designated as “Confidential” that came into my possession and all documents and things that I have prepared relating thereto.

5. I understand that the obligations of this undertaking and the provisions of the Protective Order continue past the termination of the action.

6. I hereby submit to the jurisdiction of this Court for the purpose of enforcement of the Protective Order in this action.

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1 I declare under penalty of perjury under the Laws of the United States that the
2 foregoing is true and correct.

3 City and State where sworn and signed: _____
4

5 Printed name: _____
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7 Signature: _____
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FROST BROWN TODD LLP
SANTA ANA